

RECORDATION NO. 5708-A Filed & Recorded
JUL 30 1970 -9 15 AM

COUNTERPART NO. 6 OF
6 COUNTERPARTS.

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT
dated as of July 15, 1970, between GOLDEN TYE CORPORATION, a
South Carolina corporation, (the "Rebuilder"), and SEABOARD COAST
LINE RAILROAD COMPANY, a Virginia corporation (the "Vendee");

WITNESSETH, THAT:

WHEREAS, the Rebuilder and the Vendee have heretofore
entered into, executed and delivered a Conditional Sale Agreement dated
as of April 15, 1970 (the "Agreement") in respect of the following described
railroad equipment (the "Equipment"):

<u>Description of Equipment</u>	<u>Schedule to Agreement Covering the Equipment</u>
110 60-ton Twin Hopper Cars Nos. SCL 160200 to 160309, both inclusive	A-1
55 60-ton Twin Hopper Cars Nos. SCL 160310 to 160364, both inclusive	A-2
135 60-ton Twin Hopper Cars Nos. SCL 160365 to 160499, both inclusive	A-3

WHEREAS, the Agreement was duly filed and recorded with the
Interstate Commerce Commission on May 8, 1970 and assigned Recordation
No. 5708;

WHEREAS, the Rebuilder has heretofore partially assigned its
interests under the Agreement in Equipment described in said Schedules
A-1 and A-2 to the following Assignees under and pursuant to two Agreements
and Assignments, both dated as of April 15, 1970, and duly filed and recorded
with the Interstate Commerce Commission as part of the Agreement:

<u>Equipment Described in Schedule Number</u>	<u>Assignee</u>
A-1	North Carolina National Bank
A-2	Wachovia Bank and Trust Company

WHEREAS, the Vendee now desires to finance the acquisition of
the Equipment described in said Schedule A-3 other than under the Agreement;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by each party to the other, and other good and valuable considerations herein provided, the Rebuilder and the Vendee agree that the Agreement be and the same is hereby amended in the following respects:

(1) The first WHEREAS clause of the Agreement shall be and the same is hereby amended by changing "three hundred (300)" to "one hundred sixty-five (165)" in the second line thereof.

(2) Article 1 of the Agreement shall be and the same is hereby amended by changing "through A-3" to "and A -2" in the third line thereof.

(3) Schedule A-3 attached to the Agreement shall be and the same is hereby deleted.

The Vendee agrees that such other plan of financing the acquisition of the Equipment described in said Schedule A-3 shall be without expense to the Rebuilder and shall provide for and secure payment to the Rebuilder in cash and without recourse.

This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of said counterparts constituting an original, but all together only one instrument.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this First Amendment to be signed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GOLDEN TYE CORPORATION

[Corporate Seal]

By

J. S. Haag

President

Attest:

C. J. Ryche

Secretary

SEABOARD COAST LINE RAILROAD COMPANY

[Corporate Seal]

By

Samuel G. Gannon

Treasurer

Attest:

J. F. Williams

Assistant Secretary

STATE OF SOUTH CAROLINA)
) ss
COUNTY OF GREENVILLE)

On this 27th day of July, 1970, before me personally appeared F. E. HAAG, to me personally known, who being by me duly sworn, says that he is President of GOLDEN TYE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

F. E. Haag

My commission expires: 11-19-79

STATE OF VIRGINIA)
) ss
CITY OF RICHMOND)

On this 20TH day of July, 1970, before me personally appeared LEONARD G. ANDERSON, to me personally known, who being by me duly sworn, says that he is Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

J. H. Chapman

My commission expires July 12, 1974.